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WAYNE BERRY

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

JUL 07 2005
at 12 o'clock and 25 min. PM
SUE BEITIA, CLERK

LODGED

JUL 07 2005
8:40am
CLERK, U.S. DISTRICT COURT
DISTRICT OF HAWAII

ORIGINAL

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

WAYNE BERRY, a Hawaii citizen;)	Civ. No. 03 00385 SOM-LEK
)	(Copyright)
Plaintiff,)	
)	STIPULATION REGARDING
vs.)	GOOD FAITH SETTLEMENT
)	AND ORDER
HAWAIIAN EXPRESS SERVICE,)	
INC., a California corporation; et al.)	
)	
Defendants.)	
_____)	

577

STIPULATION REGARDING GOOD FAITH SETTLEMENT

WHEREAS, Plaintiff Wayne Berry ("Plaintiff") and Defendants Hawaiian Express Service, Inc., H.E.S. Transportation Services, Inc., California Pacific Consolidators, Inc., Jeffrey P. Graham, Peter Schaul and Patrick Hirayama, ("Settling Defendants"), have reached a settlement of all claims between them in the above-captioned case;

WHEREAS, the settlement is contingent upon a determination of good faith settlement by the Court pursuant to Hawaii Revised Statutes ("HRS") § 663-15.5;

WHEREAS, upon a determination of good faith settlement by the Court pursuant to HRS § 663-15.5, any and all claims against the Settling Defendants for contribution or non-contractual indemnity by non-settling Defendants shall be barred and/or dismissed;

WHEREAS, the terms of the settlement are subject to a confidentiality clause;

WHEREAS, the non-Settling Defendants have been apprised of the terms of the settlement and have been provided a copy of the Settlement Agreement under the terms of the Protective Order filed in this case. A copy of the Settlement Agreement will be filed under seal;

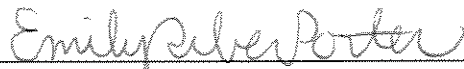
IT IS HEREBY STIPULATED by and between all of the parties to the above-captioned lawsuit that the settlement between Plaintiff and the Settling Defendants was made in good faith pursuant to HRS § 663-15.5 and that, therefore, all of the protections afforded under HRS § 663-15.5 shall apply.

IT IS HEREBY FURTHER STIPULATED by and between all of the parties to the above-captioned lawsuit that this Stipulation may be executed in counterparts and by facsimile signature.

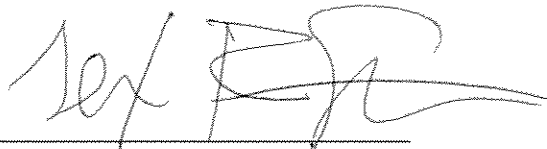
Dated: JUL 6 2005



TIMOTHY J. HOGAN, ESQ.
Attorney for Plaintiff WAYNE BERRY



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ROY J. TJIOE, ESQ.
EMILY REBER PORTER, ESQ.
Attorneys for Settling Defendants
HAWAIIAN EXPRESS SERVICE,
INC., H.E.S. TRANSPORTATION
SERVICES, INC., CALIFORNIA PACIFIC
CONSOLIDATORS, INC., JEFFREY P.
GRAHAM, PETER SCHAUL and PETER
HIRAYAMA



LEX R. SMITH, ESQ.

ANNE E. LOPEZ, ESQ.

Attorneys for Defendants

FLEMING COMPANIES, INC.,

C&S WHOLESALE GROCERS, INC.,

C&S LOGISTICS OF HAWAII, LLC,

C&S ACQUISITIONS, LLC, ES3, LLC;

RICHARD COHEN and POST-

CONFIRMATION TRUST



LYLE HOSODA, ESQ.

RAINA MEADE, ESQ. *RM*

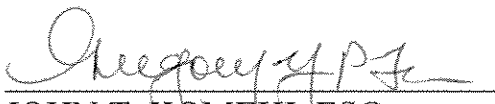
Attorneys for Defendants MARK DILLON,

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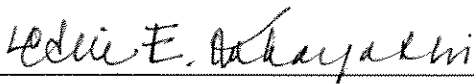
PARTNERS, LLC



REX FUJICHAKU, ESQ.

Attorney for Defendants GUIDANCE
SOFTWARE, ~~INC~~ and MICHAEL GURZI
INC.

APPROVED AND SO ORDERED:



District Judge of the Above-Entitled Court

Wayne Berry v. Hawaiian Express Service, Inc., et al., Civ. No. 03 00385 SOM-
LEK, in the United States District Court for the District of Hawaii;
STIPULATION REGARDING GOOD FAITH SETTLEMENT AND ORDER